

DOCKET NO: NNH-CV17-6072389-S	:	SUPERIOR COURT
	:	
ELIYAHU MIRLIS	:	J.D. OF NEW HAVEN
	:	
V.	:	
	:	AT NEW HAVEN
YESHIVA OF NEW HAVEN, INC. FKA	:	
THE GAN, INC. FKA THE GAN	:	
SCHOOL, TIKVAH HIGH SCHOOL AND	:	
YESHIVA OF NEW HAVEN, INC.	:	JANUARY 14, 2021

**DEFENDANT’S (1) REOPEN JUDGMENT FOR PURPOSES OF
EXTENDING THE LAW DAY AND (2) TO SUBSTITUTE BOND**

The defendant, The Yeshiva of New Haven, Inc. (the “Yeshiva” or the “Defendant”), hereby moves this honorable Court to (1) reopen the judgment of strict foreclosure for the purpose of extending the law day (presently January 31, 2022) for ninety (90) days to May 2, 2022 and (2) to permit the Yeshiva to substitute a bond in lieu of the judgment lien recorded by the *Motion to Reset Law Days After Appeal* (Doc. No. 146, the “Motion”), filed by plaintiff, Eliyahu Mirlis (“Mirlis” or the “Plaintiff”).

INTRODUCTION

1. The Court should grant this motion and (a) extend the law day to May 2, 2022 and (b) permit the Yeshiva to substitute a bond in lieu of Plaintiff’s judgment lien pursuant to Conn. Gen. Stat. § 52-380e. The Honorable Charles S. Haight, Jr., Senior United States District Judge, who is presiding over the matter of *Mirlis v. Edgewood Elm Housing, Inc.*, Civil Action No. 3:19-cv-700 (D. Conn.) (the “Edgewood Elm Action”) is presently considering whether to grant the Yeshiva’s financially supporting foundation, Yedidei Hagan, Inc. (“Yedidei Hagan”),¹

¹ On May 8, 2019, Plaintiff commenced a lawsuit against Edgewood Elm Housing, Inc.; F.O.H., Inc.; Edgewood Village, Inc.; Edgewood Corners, Inc.; and Yedidei Hagan, Inc. (collectively, the “Non-Profit Entities”) asserting two claims to reverse-pierce the corporate veil and to hold the Defendants liable for the Judgment.

permission to use funds to substitute a cash bond. Judge Haight indicated he will rule on that matter on or before January 21, 2022 (the “1/6/2022 Haight Order”).²

2. If Judge Haight rules in favor of Yedidei Hagan, then the Yeshiva will have the funds to substitute a bond, as previously held by this Court (Baio, J.). *See* Doc. No. 133 at pp.7-9. Further, another Connecticut United States District Court Judge, Kari Dooley, is considering whether to set aside the judgment and verdict in the Underlying Action (defined below), that led to the judgment lien at issue here.

3. Therefore, affording the Yeshiva additional time to substitute a bond is appropriate under the circumstances and the law day should be extended.

FACTS AND BACKGROUND

4. On June 6, 2017, Plaintiff obtained a judgment (the “Judgment”) against Greer and the Yeshiva in the amount of \$21,749,041.10 in *Eliyahu Mirlis v. Daniel Greer, et al.*, Case No. 3:16-CV-00678 (the “Underlying Action”). Thereafter, Plaintiff initiated this foreclosure case. Following a valuation trial and appeal, the Court is now asked to set a new law day for strict foreclosure. On October 25, 2021, the Court (Cirello, J.) entered a Judgment of Strict Foreclosure setting a law day of January 31, 2022. Doc. No. 152.

² The Edgewood Elm Case docket states:

01/06/2022 ECF 95 ELECTRONIC ORDER. Counsel for Plaintiff and counsel for Defendants ("Counsel") represent that they are working toward a resolution on issues underpinning Defendants' 69 Motion to Modify Temporary Restraining Order ("Motion"). Counsel further represent that a January 10, 2022 decision by the Court on this Motion may impede the potential resolution of these issues. See Dkt. 89. Accordingly, Counsel request that the Court delay its decision on Defendants' Motion pending the outcome of their discussions. This request is GRANTED. Therefore, on or before January 18, 2022 at 12:00 p.m., Counsel must file joint notice on the docket describing (1) the status of both the Motion and Defendants' related 77 Motion to Seal Legal Fees Affidavits; and (2) the remaining issues in these motions, if any, for the Court to resolve. The Court will then resolve any such issues on or before January 21, 2022. IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on January 6, 2022. (Noble, N.) (Entered: 01/06/2022)

5. Subsequently, Yedidei Hagan and the other Non-Profit Entities filed a motion in the Edgewood Elm Action seeking to partially modify a TRO previously entered ex-parte against the Non-Profit Entities. (A copy of the *Motion to Modify Temporary Restraining Order*, filed, *inter alia*, by Yedidei Hagan, is attached hereto as Exhibit A) (the “Funding Motion”). Mirlis contested the Funding Motion. Additionally, the Non-Profit Entities have moved for summary judgment to dismiss the Edgewood Elm Action which is a desperate veil piercing action against the long-standing and wholly legitimate Non Profit Entities. (A copy of the Edgewood Elm docket sheet is attached hereto as Exhibit B).

6. Within the Funding Motion, the Non-Profit Entities explain the uncontested and already court accepted fact that: “the non-profit Defendants were each established ***for the very purpose of financially supporting the Yeshiva through rental income donated by Defendants F.O.H., Edgewood Village, Edgewood Corners, and Yedidei Hagan since inception.***” Funding Motion at 2 (emphasis added). If granted, the Yeshiva will therefore have access to assets sufficient to substitute a bond for the Judgment.

7. Additionally, on January 12, 2022, the Honorable Kari A. Dooley, United States District Judge held oral argument on a motion to set aside the judgment (the “Motion to Set Aside”) in the Underlying Action. *See* Underlying Action, ECF Nos. 399-401, 403, 406, 415.

8. The Motion to Set Aside is based on evidence that a crucial witness in the case, Aviad Hack, was removed as a defendant to secure his testimony against the Yeshiva and Daniel Greer (“Greer”). An affidavit supporting this contention was submitted to a religious arbitration panel in September 2020. *See* Affidavit of Steven J. Errante, Exhibit C. Mr. Hack later evaded service of trial subpoenas, leading to the introduction of his deposition at trial. The federal court took defendants’ motion under advisement after the January 12th oral argument.

9. If the District Court grants the Motion to Set Aside, the Judgment would be void. Therefore, waiting for the rulings in the Underlying Action and Edgewood Elm Action are appropriate under the circumstances.

LAW AND ARGUMENT

A. The Court Should Extend the Law Day in this Case in the Interest of Justice

10. Because a “foreclosure is peculiarly an equitable action... the court may entertain such questions as are necessary to be determined in order that complete justice be done.” *Hartford Federal Savings & Loan Assoc. v. Lenczyk*, 153 Conn. 457, 463 (1966). “In a foreclosure proceeding the court must exercise its discretion and equitable powers with fairness, not only to the foreclosing party but also to [the party being foreclosed].” *Fidelity Trust Co. v. Irick*, 206 Conn. 484, 490 (1988).

11. Recognizing this principal, Conn. Gen. Stat. § 49-15 gives courts discretion to reopen judgments of strict foreclosure at any time prior to the passage of the law days.³ Moreover, where the encumbrancer will be unjustly enriched by the passage of title following the expiration of the law days, courts may employ their equitable powers to open strict foreclosure judgement *even after the passage of the law day*. *The Conn. National Bank v. Chapman*, 153 Conn. 393, 398 (1966) (“We have upheld the power of a court of equity to grant relief from the consequences of an innocent mistake, although the mistake was not unmixed with negligence, when the failure to do so would allow one to enrich himself unjustly at the expense of another.”); *First Fed. Savings & Loan Assoc. of Rochester v. Delnor Condo. Assoc.*, 1993 Conn. Super. Lexis 1839, *3-4 (Conn. Super. Jul. 26, 1993) (Opening a judgment of strict

³ Pursuant to Conn. Gen. Stat. § 49-15, the four-month limit usually applicable for motions to reopen under Conn. Gen. Stat. § 52-212a, does not apply.

foreclosure after the law day had passed, where the debt was not redeemed prior to the passage of the law day due to an error by the mortgagor's attorney.)

12. "Courts of equity may grant relief from the operation of a judgment when to enforce it is against conscience, and where the appellant had no opportunity to make defense, or was prevented from doing so by accident, or fraud or improper management of the opposite party, and without fault on his own part." *Hoey v. Investors Mortgage & Guaranty Co.*, 118 Conn. 226, 230 (1934); *Cavallo v. Derby Savings Bank*, 188 Conn. 281, 284-85 (1982). "Equity abhors, and the law does not favor, a forfeiture; and if there be any difference between the defendant's position as determined by the rules of law, and his position as determined by the rules of equity, it must be judged by the latter." *Pierce v. Staub*, 78 Conn. 459, 466 (1906).

13. Here, any passage of the law day in this case should be deferred until adjudication of the Motion to Set Aside the Judgment in the Underlying Action and the Funding Motion in the Edgewood Elm Action are resolved.

14. Allowing Plaintiff to take possession of the Yeshiva building prior to resolution of those District Court proceedings would severely prejudice the Yeshiva as its primary asset would be dissipated – effectuating a forfeiture, which is precisely what equity does not allow. This is particularly true here because, if the Judgment is set aside, the Yeshiva would have no way to recover its property.

15. The Yeshiva building has helped further the mission of Jewish education for decades. Indeed, a new program at the Yeshiva, "Torah Now", will provide opportunities for advanced and novice scholars to gain a deeper knowledge of Torah and Judaic studies. A copy of the Torah Now brochure is attached hereto as Exhibit D. Thus, allowing Plaintiff to take

possession of the Yeshiva building will also deprive prospective students of these educational opportunities.

16. Therefore, prudence dictates deferring a decision on the Motion until District Judge's Dooley's and Haight rulings.

B. The Yeshiva Has a Right to Substitute a Cash Bond in Lieu of the Judgment Lien

17. The Yeshiva has an absolute right to substitute a cash bond for the Judgment. Connecticut General Statutes Section 52-380e unequivocally provides:

When a lien is placed on any real...property...the judgment debtor may apply to the court to discharge the lien on substitution of (1) a bond with surety or (2) a lien on any other property of the judgment debtor which has an equal or greater net equity value than the amount secured by the lien. **The court shall order such a discharge** on notice to all interested parties and a determination after hearing of the sufficiency of the substitution. The judgment creditor shall release any lien so discharged by sending a release sufficient under section 52-380d by first-class mail, postage prepaid, to the judgment debtor. (Emphasis added.)

18. Indeed, the Court (Baio, J.) previously ruled: “[t]he defendant's Motion to substitute is granted to the extent that the defendant seeks to substitute a cash only bond in the amount equal to the fair market value of the property.” *Memorandum of Decision: Hearing on Valuation* at 9, Doc. No. 133. Thus, if Judge Haight rules in favor of Yedidei Hagan, the Yeshiva should be afforded sufficient time to substitute the bond pursuant to the statute.

19. When discussing a related bond substitution statute, Section 52-304, the Connecticut Supreme Court quoted the revealing and equally applicable legislative history concerning the purpose of that statute:

The intent of the bill, Mr. Speaker, is to make an attachment what it has always been meant to be security for a claim. Presently, as written, the statute is used as a weapon over the head of a defendant landowner who wishes to sell his property and can provide equal or greater security but is unable to do so due to the

unreasonableness of a plaintiff....The legislative intention, expressed in the language used, is a controlling factor in the interpretation of a statute, and the application of common sense to the language is not to be excluded.

Brainard v. Smyth Mfg. Co., 178 Conn. 250, 253 (1979).

20. Likewise, the purpose of Conn. Gen. Stat § 52-380e and common sense dictate that the posting of cash, at a minimum, in lieu of a judgment lien should be within the court's discretion under the statute and within its equitable powers in a foreclosure action. Indeed, as recently reiterated in *U.S. Bank National Association v. Rothermel*, 339 Conn. 366 (2021), the trial court has the equitable power to open a judgment of strict foreclosure even after the law days have run and title has passed. *Id.* 377

21. There is absolutely no harm to Mirlis for this court extend the law days and allow a bond of equal or greater value than the property to be posted to discharge the judgment lien. The point of the foreclosure action is not to punish the Yeshiva by forcing the taking of its cherished, historical school building where the Plaintiff can be made entirely whole through a statutorily permitted bond, property or cash substitute.

CONCLUSION

22. For the reasons set forth above, this Court should grant this motion and (a) extend the law day to May 2, 2022 and (b) permit the Yeshiva to substitute a bond as set forth in the *Memorandum of Decision: Hearing on Valuation* at 9.

THE DEFENDANT:
Yeshiva of New Haven, Inc.

By: /s/ Jeffrey M. Sklarz
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CERTIFICATION OF SERVICE

The undersigned hereby certifies that the foregoing document has been served by electronic mail on the parties and counsel set forth below:

John Cesaroni
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Date of Service: January 14, 2022

By: /s/Jeffrey M. Sklarz/417590

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ELIYAHU MIRLIS,

Plaintiff,

v.

EDGEWOOD ELM HOUSING, INC.;
F.O.H., INC.; EDGWEWOOD VILLAGE,
INC.; EDGEWOOD CORNERS, INC.;
AND YEDIDEI HAGAN, INC.,

Defendants.

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: Case No. 3:19-cv-00700 (CSH)
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: September 24, 2021
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DEFENDANTS' MOTION TO MODIFY TEMPORARY RESTRAINING ORDER

Pursuant to Rule 65(b)(4) of the Federal Rules of Civil Procedure, Defendants Edgewood Elm Housing, Inc.; F.O.H., Inc.; Edgewood Village, Inc.; Edgewood Corners, Inc.; and Yedidei Hagan, Inc. (collectively, the "Defendants") respectfully submit this Motion to Modify the Temporary Restraining Order entered by this Court on August 25, 2020 ("TRO") (ECF Doc. No. 43). The TRO broadly enjoins Defendants from:

- (a) transferring or encumbering any of their personal property, other than to pay any of their employees, with the exception of Daniel Greer, and perform reasonable maintenance on real property they own; or
- (b) transferring or encumbering any of their real property.

Defendants seek to modify the TRO for two specific and limited purposes at this time. *First*, to allow the Defendants to pay the most recent legal fees and costs (as well as such fees and costs going forward) incurred by Rabbi Daniel Greer ("Greer") and the Yeshiva of New Haven, Inc. (the "Yeshiva") concerning the criminal action against Greer and the civil action in which Plaintiff Eliyahu Mirlis ("Plaintiff") obtained the Judgment against Greer and the Yeshiva

that he is seeking to have the Defendants satisfy here.¹ At base, Greer is entitled to indemnification for attorneys' fees and costs incurred in his civil and criminal matters pursuant to Edgewood Elm Housing's by-laws because those actions arose out of and/or related to his alleged activities as an officer and employee of Edgewood Elm Housing. Further, the non-profit Defendants were each established for the very purpose of financially supporting the Yeshiva through rental income donated by Defendants F.O.H., Edgewood Village, Edgewood Corners, and Yedidei Hagan since inception. Without such income the Yeshiva would have no financial means to pay counsel for defending its interests in prior and continuing proceedings.

Second, the TRO should be modified to allow the Defendants to provide the necessary funds for the Yeshiva to satisfy the judgment of strict foreclosure rendered in favor of Plaintiff in *Mirlis v. Yeshiva of New Haven, Inc.*, Docket No. CV-17-6072389-S (the "Foreclosure Action"). The Foreclosure Action seeks to seize the real property located at 765 Elm Street, New Haven, *i.e.*, the location of the historic Yeshiva school building. Built in 1900, the iconic, 27,000+ square foot building is the centerpiece of the Edgewood Park neighborhood which the Greers, the Yeshiva, and the Defendants have been painstakingly redeveloping for decades. The judgment of strict foreclosure was affirmed on appeal earlier this year, *see Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021), and a petition for certification to appeal to the Connecticut Supreme Court was recently denied. Time is now of the essence to allow the Defendants to provide the Yeshiva with funds to satisfy the judgment before the historic school building is foreclosed, and a pillar of New Haven's Jewish community is gone.

As the Court is aware, Defendants have moved for summary judgment as to both counts of the Complaint. In its Memorandum and Order dated September 9, 2021 (ECF Doc. No. 68),

¹ It is assumed that the TRO was not intended to prohibit the Defendants from paying the legal fees incurred by the undersigned counsel in this action.

this Court, *inter alia*, reserved decision on Defendants’ motion and ordered Plaintiff to submit a response that “oppose[s] with specificity the particular bases for summary judgment identified by Defendants.” In doing so, this Court “accept[ed] as accurate” Greer’s “account of how and when the Defendants came into being,” which was “corroborated by contemporaneous public records.” Given the strength of the Defendants’ motion and this Court’s findings as to the establishment of each of the Defendants, Defendants maintain the TRO can and should be vacated in its entirety. Nevertheless, for present purposes, Defendants are merely seeking to modify the TRO in just two limited respects to allow for payment of attorneys’ fees and costs and to prevent the Yeshiva’s school building from being foreclosed.

Finally, as the Court also knows, the non-profit Defendants collectively own real property in New Haven conservatively valued at over \$10 million. For now, Defendants do not challenge the TRO remaining in place as to any transfer and/or encumbrances relating to these properties.² Modifying the TRO for the limited purposes requested herein will have no effect on the value of those real properties, which Defendants submit is more than adequate security at this stage of this action based on the strength of the pending motion for summary judgment.

I. BACKGROUND

A. The Underlying Judgment and the Complaint

On June 6, 2017, Plaintiff obtained the Judgment against Greer and the Yeshiva in the amount of \$21,749,041.10 in a separate action in this Court asserting claims based on Greer’s alleged sexual abuse of the Plaintiff. The Judgment remains unsatisfied. (Compl., Doc. No. 1, ¶ 1). On May 8, 2019, Plaintiff commenced the instant action against the Defendants, asserting two claims to reverse-pierce the corporate veil and hold the Defendants liable for the Judgment.

² Other than if necessary to sell a property to satisfy the debt owed on the foreclosure of the Yeshiva school building, which would then also be subject to the TRO.

Defendants assume the Court's familiarity with Plaintiff's allegations and theories for recovery under both the identity rule and the instrumentality rule, and Defendants' defenses thereto. Accordingly, Defendants incorporate by reference the section entitled "Summary of Allegations" set forth in their Memorandum of Law in Support of Motion for Summary Judgment dated April 8, 2021. (ECF Doc. No. 52, at 4–7).

B. Attorneys' Fees and Costs Incurred by the Greers and the Defendants

As discussed, Defendants request a limited modification of the TRO, *inter alia*, allowing the Defendants to pay attorneys' fees and costs incurred by Greer and the Yeshiva in connection with prior and pending actions arising out of or relating to Greer's alleged sexual abuse of Plaintiff. Defendants request that they be allowed to pay the following counsel and law firms directly for their representation as set forth below.

(1) **Carmody, Torrance, Sandak & Hennessey LLP**. David T. Grudberg, Esq., a partner with Carmody, Torrance, Sandak & Hennessey LLP, has represented Greer Yeshiva since 2017 in the underlying civil matter relating to Greer's alleged sexual abuse of Plaintiff. He has also assisted in the defense of the criminal charges since 2017. He is co-counsel on Greer's appeal of the criminal case, was lead counsel at the criminal sentencing in 2019, and has been involved in extensive post-judgment litigation regarding possible release pending appeal, including emergency temporary release based on COVID-19. He and his firm continue to litigate in the underlying matter on behalf of Greer and Yeshiva.³

³ Attorney Grudberg and his firm most recently filed a Motion for Relief from Final Judgment in the civil matter, seeking relief through the Court's broad discretionary power under Fed. R. Civ. P. 60(b)(6). Specifically, a former teacher at the Yeshiva (Avid Hack) who came forward only after hearing of the verdict in the civil case, has revealed a "cooperation agreement" reached between Hack and Plaintiff's lawyer in that action, pursuant to which

The TRO abruptly stopped the payment of legal fees to Attorney Grudberg that he had otherwise been receiving for many prior years.

(2) **Green & Sklarz LLC**. Jeffrey M. Sklarz, Esq., a partner at Green & Sklarz LLC, has represented the Yeshiva in connection with the Foreclosure Action.

(3) **Day Pitney LLP**. In addition to the instant reverse-veil piercing action, the undersigned counsel has represented the Yeshiva in connection with the petition for certification to the Connecticut Supreme Court in the Foreclosure Action.

(4) **Richard Emanuel, Esq.** Served as lead counsel on Greer's criminal appeal.

(5) **Alan Dershowitz, Esq.** Served as of counsel on Greer's criminal appeal and also consulted on various issues related to the criminal trial.

If necessary for purposes of granting this motion, the undersigned could provide the Court with a suitable accounting of such incurred fees and expenses.

C. Relevant Background on the Greers and the Non-Profit Defendants

Defendants incorporate by reference the section entitled "Background Facts" set forth in their Memorandum of Law in Support of Motion for Summary Judgment (ECF No. 52, at 7–17), which includes Greer's "account of how and when the Defendants came into being" which this Court has "accept[ed] as accurate" in its recent Memorandum and Order. That background is critical to understanding why the Plaintiff's reverse-veil piercing claims are unavailing. More

Plaintiff agreed to drop Hack as a defendant in the civil case in exchange for Hack agreeing to testify at a deposition but to then not appear at trial. This secret agreement deprived Greer of the ability to cross-examine Hack at trial which would have undermined a key pillar of plaintiff's case. The motion also highlights on-the-record discussions between Plaintiff's counsel and the Court where the agreement should have been revealed but was not. (See *Mirlis v. Greer, et al.*, 3:16-CV-00678 (KAD) (D. Conn.) ECF Doc. No. 399 and 400)).

importantly, for present purposes, that background provides this Court with the confidence to clarify or modify the TRO to allow the Defendants to pay the aforesaid attorneys' fees and costs and to prevent the foreclosure of the Yeshiva's historic school building, without concern that the assets are being wasted or improperly transferred to avoid the Judgment.

II. DISCUSSION

As mentioned above, the TRO broadly enjoins Defendants from:

- (a) transferring or encumbering any of their personal property, other than to pay any of their employees, with the exception of Daniel Greer, and perform reasonable maintenance on real property they own; or
- (b) transferring or encumbering any of their real property.

Defendants are now seeking to modify the TRO for two specific and limited purposes: (i) to allow for the payment of certain legal fees and costs incurred by Greer and the Yeshiva; and (ii) to prevent the foreclosure of the Yeshiva's school building.

As mentioned, Defendants own, in total, 52 rental properties that in the aggregate have an approximate value of \$10 million based on the city of New Haven tax assessor's records. (A copy of these voluminous records are attached as *Exhibit Z* to Defendant's Memorandum of Law in Opposition to Motion to Deny Summary Judgment Pending Completion of Discovery, dated May 3, 2021 (ECF Doc. No. 60)). Most of the rental properties are also income producing. It follows that the amount of the legal fees and costs sought to be paid by the Defendants on behalf of the Greers and the Yeshiva pales in comparison to the substantial assets that the Defendants will continue to own and which will remain enjoined by the TRO irrespective of the limited modifications sought by this motion.

A. The TRO Should Be Modified to Allow the Defendants to Pay Legal Fees and Costs Incurred by Greer and the Yeshiva.

As described above, Greer has incurred significant attorneys' fees and costs in connection with various criminal and civil matters stemming from his alleged sexual abuse of the Plaintiff. However, Greer's main source of income was the \$88,109 that he received in total compensation per year for serving as president of Edgewood Elm Housing, which he is no longer receiving pursuant to the TRO. Greer otherwise has no source of income and, consequently, no ability to pay legal counsel. To be clear, Defendants are not at this time seeking to modify the TRO as it concerns payment of Greer's salary to him. Rather, Defendants are requesting that the Court clarify or modify the TRO to allow Edgewood Elm Housing to pay the reasonable attorneys' fees and costs incurred by Greer in connection with the criminal and civil matters stemming from alleged sexual abuse. As a result, Defendants would pay such amounts directly to counsel (on behalf of but not through Greer).

Indeed, Edgewood Elm Housing is required, under the terms of its By-Laws, to pay Greer's legal fees in the civil and criminal matters. Specifically, Article VI of the By-Laws, entitled "Indemnification," provides as follows:

To the extent permitted or required under applicable law, if any director or officer is made a party to or is involved in any proceedings, civil or criminal, **arising out of or related to the activities of such director or officer of the Corporation**, the reasonable expenses, including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants, or other experts, incurred by such director or officer in such proceeding, and **shall** pay such director's or officer's expense incurred in such proceeding.

The Corporation shall indemnify and pay such expenses of an employee of the Corporation to the same extent as for a director or officer. (Emphasis added)

(A copy of Edgewood Elm Housing's By-Laws is attached as *Exhibit 1* hereto).

In applying the language from the By-Laws, there can be no dispute that the criminal and civil matters relating to Greer's alleged sexual abuse of Plaintiff – in which Greer incurred attorneys' fees and costs – “arose out of” or were/are “related to” his activities as an officer and employee of Edgewood Elm Housing. Indeed, Plaintiff alleged in the underlying action against Greer and the Yeshiva (and in the instant reverse-veil piercing action) that Greer used Defendants' properties to abuse him, and that the Defendants are imputed with knowledge of Greer's abuse by virtue of Greer's position as president of Edgewood Elm Housing. (*See, e.g.*, Compl., ¶¶ 20, 23). In fact, two of the entities whose properties were, and are, managed by Edgewood Elm – F.O.H. and Edgewood Village – were sued by Plaintiff in the underlying action, for alleged negligent and reckless supervision of Greer and/or their numerous respective properties. Significantly, however, Plaintiff withdrew these claims against certain of the Defendants just prior to the trial. *See Mirlis v. Greer, et al.*, No. 16-cv-678 (MPS) (D. Conn.), ECF Doc. No. 107 (Plaintiff's motion to amend complaint to drop the claims against F.O.H. and Edgewood Village).

Notwithstanding the withdrawal of his claims against F.O.H. and Edgewood Village, the overarching allegation that Greer had used his position at Edgewood Elm to facilitate his alleged abuse of Mirlis remained a key component of the underlying civil case. *See, e.g.*, 5/11/17 transcript, pp. 93-94 (questions to defendant Greer about alleged use of various properties he controlled to abuse Mirlis); 5/15/17 transcript, pp. 322-23 (Mirlis testimony about alleged abuse at various properties managed by Edgewood Elm/Greer). The same allegation, and overall theme, was also a vital part of the State's case in the ensuing criminal prosecution; Plaintiff testified to abuse at various locations managed by Edgewood Elm and Greer.

Greer is, therefore, entitled to indemnification from Edgewood Elm Housing for his past and continuing legal fees and disbursements incurred in connection with the criminal and civil matters relating to his alleged sexual abuse of Plaintiff.

Greer is, therefore, entitled to indemnification from Edgewood Elm Housing for his past and continuing legal fees and disbursements incurred in connection with the criminal and civil matters stemming from his alleged sexual abuse of Plaintiff.

Turning to the Yeshiva, as explained above, it is evident that it has always been funded through rental income donated by certain of the Defendants, *i.e.*, Yedidei Hagan, Edgewood Village, Edgewood Corners, and F.O.H. In the absence of this financial support, the Yeshiva would have no financial means to pay its counsel who has and continues to defend its interests. The Yeshiva has never been self-sufficient, which is the reason why the Defendants exist today. Indeed, the above-mentioned Defendants would be continuing to financially support the Yeshiva but for the instant matter and, specifically, the TRO that was issued by this Court. To be clear, however, the Defendants are not suggesting that the TRO be lifted at this time to allow them to continue to donate rental income to the Yeshiva; rather, they are requesting that the Court clarify or modify the TRO or allow them to pay for the reasonable attorneys' fees and costs incurred by the Yeshiva directly to counsel.

Just as the TRO allows the Defendants to pay their employee salaries and property expenses, so to should the TRO allow for these Defendants to pay the necessary legal fees incurred defending Greer, who is contractually entitled to indemnification as an officer and employee of Edgewood Elm.

B. The TRO Should Be Modified to Allow the Defendants to Prevent Foreclosure of the Yeshiva's Historic School Building.

For similar reasons, the TRO should be modified to allow the Defendants to provide the necessary funds for the Yeshiva to satisfy the judgment of strict foreclosure rendered in favor of Plaintiff in the Foreclosure Action. As explained above, the Yeshiva is primarily funded through the donation of rental income from all of the Defendants other than Edgewood Elm Housing. Without this funding, the Yeshiva not only lacks sufficient funds to pay its counsel for prior and continuing legal services, but will be unable to prevent the Plaintiff from foreclosing on the real property at 765 Elm Street in New Haven where its historic school building is located.

Approximately one month after he obtained the Judgment, Plaintiff filed a judgment lien on the only piece of real property that the Yeshiva owned. Later that month, Plaintiff commenced the Foreclosure Action in Connecticut Superior Court seeking to foreclose on that judgment lien. *See Mirlis v. Yeshiva of New Haven, Inc.*, Docket No. CV-17-6072389-S. Following a hearing, the trial court rendered a judgment of strict foreclosure, and the Yeshiva appealed the judgment. The judgment was upheld on appeal earlier this year, *see Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021), and the petition for certification to appeal to the Connecticut Supreme Court was recently denied.

Consequently, the Yeshiva is in immediate jeopardy of losing the property where its school is located and, in turn, everything that the Greers have been working toward dating back to 1977—including the reason why the non-profit Defendants even exist in the first place, *i.e.*, to support the Yeshiva and the Edgewood Park neighborhood. If Plaintiff is allowed to foreclose on the Yeshiva's school building, that would be the biggest threat to the continued existence of the Defendants, not this reverse-veil piercing action.

Finally, it is worth noting that Plaintiff does benefit from this modification of the TRO. Defendants are requesting to pay Plaintiff (on behalf of the Yeshiva) the fair market value of the property (as determined in the Foreclosure Action) to satisfy the judgment of strict foreclosure. Plaintiff receives funds now, and the Yeshiva keeps its school building and continues to operate. Again, the value of the property is significant, but not nearly as substantial when considered in light of the \$10 million worth of real properties owned by the Defendants that are still restrained in this veil-piercing action.

III. CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court clarify or modify the TRO in the manner requested herein.

DEFENDANTS,
EDGEWOOD ELM HOUSING, INC.;
F.O.H., INC.; EDGEWOOD VILLAGE, INC.;
EDGEWOOD CORNERS, INC.; AND
YEDIDEI HAGAN, INC.,

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CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2021, the foregoing Opposition to Plaintiff's Application for Prejudgment Remedy was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system.

/s/ Richard P. Colbert
Richard P. Colbert

Exhibit B

3:19-cv-00700 - Mirlis v. Edgewood Elm Housing, Inc. et al

Date Filed ▼	#	Docket Text
01/06/2022	96	ELECTRONIC ORDER. Defendants' 93 <i>Motion for Leave to File Reply Memorandum in Excess of 10 Pages</i> is GRANTED. Accordingly, for the purposes of Defendants' 94 <i>Reply to Plaintiff's Memorandum in Opposition to Motion for Summary Judgment</i> ("Reply"), the Court waives the 10-page maximum for reply briefs set by Rule 7(d) of the District of Connecticut Local Rules of Civil Procedure. The Court shall consider Defendants' Reply. IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on January 6, 2022. (Noble, N.) (Entered: 01/06/2022)
01/06/2022	95	ELECTRONIC ORDER. Counsel for Plaintiff and counsel for Defendants ("Counsel") represent that they are working toward a resolution on issues underpinning Defendants' 69 <i>Motion to Modify Temporary Restraining Order</i> ("Motion"). Counsel further represent that a January 10, 2022 decision by the Court on this Motion may impede the potential resolution of these issues. See Dkt. 89. Accordingly, Counsel request that the Court delay its decision on Defendants' Motion pending the outcome of their discussions. This request is GRANTED. Therefore, on or before January 18, 2022 at 12:00 p.m. , Counsel must file joint notice on the docket describing (1) the status of both the Motion and Defendants' related 77 <i>Motion to Seal Legal Fees Affidavits</i> ; and (2) the remaining issues in these motions, if any, for the Court to resolve. The Court will then resolve any such issues on or before January 21, 2022 . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on January 6, 2022. (Noble, N.) (Entered: 01/06/2022)
12/22/2021	94	RESPONSE <i>DEFENDANTS REPLY TO PLAINTIFFS MEMORANDUM IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT</i> filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 12/22/2021)
12/22/2021	93	MOTION for Leave to File <i>REPLY MEMORANDUM IN EXCESS OF 10 PAGES</i> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 12/22/2021)
12/10/2021	92	RESPONSE re 76 Memorandum in Support of Motion, / <i>Plaintiff's Sur-Reply</i> filed by Eliyahu Mirlis. (Moriarty, James) (Entered: 12/10/2021)
12/10/2021	91	RESPONSE <i>DEFENDANTS RESPONSE TO PLAINTIFFS SUR-REPLY</i> filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 12/10/2021)
12/09/2021	90	ELECTRONIC ORDER. Plaintiff's 86 <i>Motion for Leave to File Sur-Reply</i> and Defendants' <i>Motion for Leave to File Response to Plaintiff's Sur-Reply</i> are GRANTED. Accordingly, the Parties are DIRECTED to file the proposed sur-reply and proposed response to the sur-reply, which are attached to their motions, as separate docket entries on or before December 13, 2021 . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on December 9, 2021. (Noble, N.) (Entered: 12/09/2021)
12/09/2021	89	ELECTRONIC ORDER. Defendants' 87 <i>Request for Expedited Consideration</i> is GRANTED AS MODIFIED. The Court will decide Defendant's 69 <i>Motion to Modify the Temporary Restraining Order</i> on or before January 10, 2022 . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on December 9, 2021. (Noble, N.) (Entered: 12/09/2021)
12/03/2021	88	MOTION for Leave to File <i>Response to Plaintiff's Sur-Reply</i> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit 1, # 3 Exhibit 2) (Colbert, Richard) (Entered: 12/03/2021)
12/03/2021	87	MOTION for <i>Request For Expedited Consideration Order</i> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 12/03/2021)
11/29/2021	86	MOTION for Leave to File <i>Sur-Reply</i> by Eliyahu Mirlis. (Attachments: # 1 Exhibit A)(Moriarty, James) (Entered: 11/29/2021)

Date Filed ▼	#	Docket Text
11/23/2021	85	ELECTRONIC ORDER granting the 75 motion for Attorney Michael Schoeneberger to withdraw as attorney for Defendants Edgewood Elm Housing, Inc., F.O.H., Inc., Edgewood Village, Inc., Edgewood Corners, Inc., and Yedidei Hagan, Inc. ("Defendants"). Because Defendants continue to be represented by Attorneys Joshua W. Cohen and Richard P. Colbert, the Court is confident that Defendants will not be harmed by the withdrawal. Thus, in accordance with Local Rule 7(e), the clerk is directed to TERMINATE the appearance of Attorney Schoeneberger in this matter. Signed by Judge Charles S. Haight, Jr. on November 23, 2021. (Noble, N.) (Entered: 11/23/2021)
11/23/2021	84	REPLY to Response to 77 MOTION to Seal Legal Fees Affidavit (Exhibits 2-5) <i>DEFENDANTS REPLY MEMORANDUM IN SUPPORT OF MOTION TO SEAL</i> filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 11/23/2021)
11/23/2021	83	ENTERED IN ERROR- Memorandum in Support re 77 MOTION to Seal Legal Fees Affidavit (Exhibits 2-5) filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) Modified on 11/23/2021 due to wrong event (Murphy, Tatihana). (Entered: 11/23/2021)
11/22/2021	82	AFFIDAVIT re 80 Memorandum in Opposition to Motion Signed By John L. Cesaroni filed by Eliyahu Mirlis. (Cesaroni, John) (Entered: 11/22/2021)
11/22/2021	81	Statement of Material Facts re 51 MOTION for Summary Judgment filed by Eliyahu Mirlis. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Exhibit G, # 8 Exhibit H, # 9 Exhibit I, # 10 Exhibit J, # 11 Exhibit K, # 12 Exhibit L, # 13 Exhibit M, # 14 Exhibit N, # 15 Exhibit O, # 16 Exhibit P, # 17 Exhibit Q, # 18 Exhibit R, # 19 Exhibit S, # 20 Exhibit T, # 21 Exhibit U, # 22 Exhibit V, # 23 Exhibit W, # 24 Exhibit X, # 25 Exhibit Y, # 26 Exhibit Z, # 27 Exhibit AA, # 28 Exhibit BB, # 29 Exhibit CC, # 30 Exhibit DD, # 31 Exhibit EE, # 32 Exhibit FF)(Cesaroni, John) (Entered: 11/22/2021)
11/22/2021	80	Memorandum in Opposition re 51 MOTION for Summary Judgment filed by Eliyahu Mirlis. (Cesaroni, John) (Entered: 11/22/2021)
11/19/2021	79	Memorandum in Opposition re 77 MOTION to Seal Legal Fees Affidavit (Exhibits 2-5) filed by Eliyahu Mirlis. (Moriarty, James) (Entered: 11/19/2021)
11/19/2021	78	Sealed Document: Defendants' Legal Fees Affidavits Filed Under Seal (Exhibits 2-5) by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc. re 77 MOTION to Seal Legal Fees Affidavit (Exhibits 2-5) . (Colbert, Richard) (Entered: 11/19/2021)
11/19/2021	77	MOTION to Seal Legal Fees Affidavit (Exhibits 2-5) by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 11/19/2021)
11/19/2021	76	Memorandum in Support re 69 MOTION for Temporary Restraining Order <i>DEFENDANT'S MOTION TO MODIFY TEMPORARY RESTRAINING ORDER DEFENDANTS REPLY MEMORANDUM IN SUPPORT OF MOTION TO MODIFY TEMPORARY RESTRAINING ORDER</i> filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 11/19/2021)
11/10/2021	75	MOTION for Michael Schoeneberger to Withdraw as Attorney by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Schoeneberger, Michael) (Entered: 11/10/2021)
10/21/2021	74	ELECTRONIC ORDER. Defendants' first <i>Motion for Extension of Time to File Reply Memorandum in Support of Motion to Modify TRO</i> is granted absent opposition and for good cause shown. Accordingly, Defendants must file any reply brief in support of their 69 <i>Motion to Modify Temporary Restraining Order</i> on or before <u>November 19, 2021</u> . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on October 21, 2021. (Noble, N.) (Entered: 10/21/2021)
10/20/2021	73	First MOTION for Extension of Time to File Response/Reply <i>on Consent</i> as to 69 MOTION for Temporary Restraining Order <i>DEFENDANT'S MOTION TO MODIFY TEMPORARY RESTRAINING ORDER</i> until <u>November 19, 2021</u> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Schoeneberger, Michael) (Entered: 10/20/2021)

Date Filed ▼	#	Docket Text
10/18/2021	72	ELECTRONIC ORDER. The Parties' 70 <i>Joint Motion for Extension of Time and to Set Briefing Schedule Regarding Defendants' Motion for Summary Judgment</i> is granted absent opposition and for good cause shown. Accordingly, Plaintiff must file any opposition to Defendants' 51 <i>Motion for Summary Judgment</i> , including an affidavit pursuant to Fed R. Civ. P. 56(d), on or before November 22, 2021 . Defendants must file any reply papers on or before December 22, 2021 . Moreover, the Court is continuing to review Defendants' 69 <i>Motion to Modify Temporary Restraining Order</i> ("Motion"). The Court notes that any reply ("Reply") to Plaintiff's 71 <i>Memorandum in Opposition to Defendants' Motion to Modify Temporary Restraining Order</i> ("Opposition") must be filed on or before October 29, 2021 . See D. Conn. L. Civ. R. 7(d). In their Motion, Defendants state that they could "provide the Court with a suitable accounting of [Defendants'] incurred [attorneys'] fees and expenses." Doc. 69 at p. 5. Accordingly, the Court DIRECTS Defendants to include in any Reply such accounting along with any responses to the grounds asserted and issues raised in Plaintiff's Opposition. Further, for the purposes of any Reply, the Court waives the 10-page maximum for reply briefs set by Rule 7(d) of the District of Connecticut Local Rules of Civil Procedure. The Court neither expresses nor intimates any view with respect to the merits of Defendants' Motion. IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on October 18, 2021. (Noble, N.) (Entered: 10/18/2021)
10/15/2021	71	Memorandum in Opposition re 69 MOTION for Temporary Restraining Order <i>DEFENDANT'S MOTION TO MODIFY TEMPORARY RESTRAINING ORDER</i> filed by Eliyahu Mirlis. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Moriarty, James) (Entered: 10/15/2021)
10/15/2021	70	Joint MOTION for Extension of Time to File Response/Reply as to 51 MOTION for Summary Judgment until November 22, 2021 by Eliyahu Mirlis. (Cesaroni, John) (Entered: 10/15/2021)
09/24/2021	69	MOTION for Temporary Restraining Order <i>DEFENDANT'S MOTION TO MODIFY TEMPORARY RESTRAINING ORDER</i> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 09/24/2021)
09/09/2021	68	MEMORANDUM AND ORDER and RULINGS (see attached). Decision on Defendants' 51 <i>Motion for Summary Judgment</i> is RESERVED pending consideration of the further submissions specified in this Order. Plaintiff's 56 <i>Cross-Motion for an Order</i> that he need not respond to Defendants' 51 <i>Motion for Summary Judgment</i> is DENIED. Defendants' 61 <i>Motion to Stay Discovery</i> is DENIED; provided, however, that any future discovery will be governed by the Court's rulings following the additional submissions directed by this Order. Plaintiff is directed to file and serve papers in opposition to Defendants' 51 <i>Motion for Summary Judgment</i> not later than October 21, 2021 . Plaintiff may include with those papers an affidavit pursuant to Fed. R. Civ. P. 56(d). Defendants may file reply papers on their 51 <i>Motion for Summary Judgment</i> not later than November 4, 2021 . Signed by Judge Charles S. Haight, Jr. on September 9, 2021. (Dorais, L.) (Entered: 09/09/2021)
06/28/2021	67	TRANSCRIPT of Proceedings: Type of Hearing: Oral Argument. Held on 6/8/2021 before The Honorable Judge Charles S. Haight, Jr. Court Reporter: Huseby Global Litigation. IMPORTANT NOTICE - REDACTION OF TRANSCRIPTS: To remove personal identifier information from the transcript, a party must electronically file a Notice of Intent to Request Redaction with the Clerk's Office within seven (7) calendar days of this date. If no such Notice is filed, the court will assume redaction of personal identifiers is not necessary and the transcript will be made available through PACER without redaction 90 days from today's date. The transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. The policy governing the redaction of personal information is located on the court website at www.ctd.uscourts.gov. Redaction Request due 7/19/2021 . Redacted Transcript Deadline set for 7/29/2021 . Release of Transcript Restriction set for 9/26/2021 . (Freberg, B) (Entered: 06/28/2021)
06/08/2021	66	Minute Entry for proceedings held before Judge Charles S. Haight, Jr: Motion Hearing held on 6/8/2021 re 61 MOTION to Stay, 56 MOTION to Deny Defendants' Motion for Summary Judgment and 51 MOTION for Summary Judgment . Total Time: 1 hour and 38 minutes.(Court Reporter: Huseby Court Reporting Service- Jody-Ann Ashielfie.) (Murphy, Tatihana) (Entered: 06/08/2021)
05/24/2021		<p>NOTICE regarding hearing via Zoom:</p> <p>The hearing on pending motions, [Doc. 51], [Doc. 56], and [Doc. 61] scheduled for June 8, 2021, at 2:00 p.m. will be conducted via Zoom.</p> <p>Video Link: https://www.zoomgov.com/j/1601948988?pwd=N0VTN2NvQjB1SjhnRHJyUWlmdEU5UT09</p> <p>Call-in number: 1 646 828 7666</p> <p>Meeting ID: 160 194 8988</p> <p>Meeting Password: 609074</p> <p>Please note: Persons granted remote access to proceedings are reminded of the general prohibition against photographing, recording, screenshots, streaming, and rebroadcasting in any form, of court proceedings. The Judicial Conference of the United States, which governs the practices of the federal courts, has prohibited it. Violation of these prohibitions may result in sanctions, including removal of court issued media credentials, restricted entry to future hearings, denial of entry to future hearings, or any other sanctions deemed necessary by the court. (Noble, N.) (Entered: 05/24/2021)</p>

Date Filed ▼	#	Docket Text
05/24/2021	65	MEMORANDUM AND ORDER (see attached). The Court has reviewed Defendants' [Doc. 51] <i>Motion for Summary Judgment</i> , Plaintiff's [Doc. 56] <i>Motion to Deny Defendants' Motion for Summary Judgment</i> , and Defendants' [Doc. 61] <i>Motion to Stay Discovery</i> . Oral arguments of counsel on these pending motions will be of further assistance to the Court. Accordingly, the Court will conduct a hearing by Zoom conference on <u>June 8, 2021, at 2:00 p.m.</u> Details regarding access to the hearing shall be provided by a subsequent docket entry. Nothing in the attached Memorandum and Order expresses or intimates any present view on the part of the Court on the merits of any issue presented by these motions. Decisions on the motions, [Doc. 51], [Doc. 56], and [Doc. 61], are RESERVED, pending oral argument. Counsels' request for a status conference, see [Doc. 62] at p. 2, is declined at this time. Signed by Judge Charles S. Haight, Jr. on May 24, 2021. (Noble, N.) (Entered: 05/24/2021)
05/24/2021	64	Memorandum in Opposition re 61 MOTION to Stay filed by Eliyahu Mirlis. (Cesaroni, John) (Entered: 05/24/2021)
05/17/2021	63	REPLY to Response to 56 MOTION to Deny Defendants' Motion for Summary Judgment Pending Completion of Discovery re 51 MOTION for Summary Judgment filed by Eliyahu Mirlis. (Attachments: # 1 Exhibit A)(Cesaroni, John) (Entered: 05/17/2021)
05/10/2021	62	STATUS REPORT by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 05/10/2021)
05/03/2021	61	MOTION to Stay by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc..Responses due by <u>5/24/2021</u> (Attachments: # 1 Memorandum in Support)(Colbert, Richard) (Entered: 05/03/2021)
05/03/2021	60	Memorandum in Opposition re 56 MOTION to Deny Defendants' Motion for Summary Judgment Pending Completion of Discovery re 51 MOTION for Summary Judgment filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 05/03/2021)
04/23/2021	59	ELECTRONIC ORDER. Plaintiff's 58 <i>Motion for Extension of Time</i> is GRANTED for good cause shown. In accordance with D. Conn. L. Civ. R. 7(b), which requires diligent effort in ascertaining Defendants' agreement or objection to the motion, Plaintiff represents that "Plaintiff's counsel has inquired of Defendants' counsel as to Defendants' position regarding the relief requested herein. Defendants have not responded to this inquiry." Doc. 58 at 2. Accordingly, Plaintiff must file his response to Defendants' 51 <i>Motion for Summary Judgment</i> no later than 30 days after the Court denies Plaintiff's 56 <i>Motion to Deny Defendants' Motion for Summary Judgment</i> if the Court denies such motion. At the present time, the Court neither expresses nor intimates any view with respect to Plaintiff's 56 <i>Motion to Deny Defendants' Motion for Summary Judgment</i> . Signed by Judge Charles S. Haight, Jr. on April 23, 2021. (Noble, N.) (Entered: 04/23/2021)
04/22/2021	58	MOTION for Extension of Time to File Response/Reply as to 51 MOTION for Summary Judgment until 30 Days from an Order Denying Rule 56(d) Motion by Eliyahu Mirlis. (Cesaroni, John) (Entered: 04/22/2021)
04/20/2021	57	Memorandum in Support re 56 MOTION to Deny Defendants' Motion for Summary Judgment Pending Completion of Discovery re 51 MOTION for Summary Judgment filed by Eliyahu Mirlis. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D)(Cesaroni, John) (Entered: 04/20/2021)
04/20/2021	56	MOTION to Deny Defendants' Motion for Summary Judgment Pending Completion of Discovery re 51 MOTION for Summary Judgment by Eliyahu Mirlis.Responses due by <u>5/11/2021</u> (Cesaroni, John) (Entered: 04/20/2021)
04/08/2021	55	Statement of Material Facts re 51 MOTION for Summary Judgment filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 04/08/2021)
04/08/2021	54	AFFIDAVIT Signed By Matthew Reinecke, CPA filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 04/08/2021)
04/08/2021	53	AFFIDAVIT Signed By Rabbi Daniel Greer filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 04/08/2021)
04/08/2021	52	Memorandum in Support re 51 MOTION for Summary Judgment filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 04/08/2021)
04/08/2021	51	MOTION for Summary Judgment by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc..Responses due by <u>4/29/2021</u> (Colbert, Richard) (Entered: 04/08/2021)
03/08/2021		Reset Deadline: Status Report due by <u>5/10/2021</u> (Barry, Donna) (Entered: 03/09/2021)
03/08/2021	50	ELECTRONIC ORDER granting 49 <i>Motion for Extension of Time</i> . Accordingly, the parties must report on the present status of this litigation and describe the remaining steps that must be taken to resolve the case on or before <u>May 10, 2021.</u> IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on March 8, 2021. (Noble, N.) (Entered: 03/08/2021)

Date Filed ▼	#	Docket Text
03/05/2021	49	MOTION for Extension of Time until May 10, 2021 deadline to report to the Court on the matters set forth in ECF 46 by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Colbert, Richard) (Entered: 03/05/2021)
02/12/2021		Reset Deadlines: Status Report due by 3/8/2021 (Barry, Donna) (Entered: 02/15/2021)
02/12/2021	48	ELECTRONIC ORDER. In a letter dated February 1, 2021 47 , the parties jointly requested rescheduling of the Court's deadline 46 to report on the present status of this litigation and describe the remaining steps that must be taken to resolve the case. In light of pending mediation, that request is GRANTED. Accordingly, the deadline to report to the Court is March 8, 2021 . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on February 12, 2021. (Noble, N.) (Entered: 02/12/2021)
02/01/2021	47	NOTICE by Eliyahu Mirlis re 46 Order,,,, <i>Letter</i> (Beatman, Matthew) (Entered: 02/01/2021)
01/28/2021	46	ELECTRONIC ORDER. Plaintiff moved [Doc. 41] for a Prejudgment Remedy ("PJR") in this case. The Court granted Plaintiff a Temporary Restraining Order ("TRO") [Doc. 43] on August 25, 2020 and conducted a telephoned hearing with counsel for the parties on August 26, 2020. On August 27, 2020, the Court entered an order [Doc. 45] which recited counsel's advice that they were attempting to agree on the scheduling of briefing and a further hearing on Plaintiff's motion for a preliminary injunction in aid of his PJR. Since that date, the Court has heard nothing from counsel. In these circumstances, the attorneys for the parties are DIRECTED to send letters to the Court, with copies to each other, which state the present status of this litigation, and describe the remaining steps that must be taken to resolve the case. Those letters should reach the Court not later than Friday, February 5, 2021 . IT IS SO ORDERED. Signed by Judge Charles S. Haight, Jr. on January 28, 2021. (Noble, N.) (Entered: 01/28/2021)
08/27/2020	45	ELECTRONIC ORDER. Plaintiff moved [Doc. 41] for a prejudgment remedy ("PJR") and a Temporary Restraining Order ("TRO"). The Court granted a 43 TRO on August 25, 2020, and conducted a teleconference hearing on August 26. Counsel for the parties are directed to continue their efforts to agree on scheduling future briefing and a hearing on the PJR motion, and a possible revision of the TRO. In these circumstances, Defendants' earlier motion [Doc. 39] for a scheduling order, and Plaintiff's earlier motion [Doc. 40] for a scheduling order, are both DENIED, WITHOUT PREJUDICE to resubmission after Plaintiff's 41 PJR motion has been adjudicated. SO ORDERED. Signed by Judge Charles S. Haight, Jr. on August 27, 2020. (Dorais, L.) (Entered: 08/27/2020)
08/26/2020	44	Minute Entry for proceedings held before Judge Charles S. Haight, Jr: A hearing regarding Plaintiff's Application for Prejudgment Remedy and a scheduling conference was held on 8/26/2020 . Total Time: 52 minutes (Court Reporter Terri Fidanza) (Barry, Donna) (Entered: 08/26/2020)
08/25/2020	43	TEMPORARY RESTRAINING ORDER (see attached). Plaintiff's 41 <i>Motion for a Temporary Restraining Order</i> is granted. It is further ORDERED that Plaintiff and Defendants shall appear in a teleconference hearing before the Court on Wednesday, August 26, 2020, at 2:00 p.m. or as soon thereafter as counsel can be heard, for a hearing regarding Plaintiff's Application for Prejudgment Remedy. The attorneys of record are directed to participate in the teleconference by dialing (877) 336-1829 and entering the Access Code of 5451650 . Signed by Judge Charles S. Haight, Jr. on August 25, 2020. (Dorais, L.) (Entered: 08/25/2020)
08/21/2020	42	MOTION for Disclosure of <i>Property</i> by Eliyahu Mirlis. (Attachments: # 1 Text of Proposed Order)(Cesaroni, John) (Entered: 08/21/2020)
08/21/2020	41	MOTION for Temporary Restraining Order , MOTION for Prejudgment Remedy by Eliyahu Mirlis. (Attachments: # 1 Memorandum in Support, # 2 Affidavit, # 3 Text of Proposed Order, # 4 Text of Proposed Order, # 5 Supplement Required Notice)(Cesaroni, John) (Entered: 08/21/2020)
08/18/2020	40	MOTION for Entry of Revised Scheduling Order by Eliyahu Mirlis. (Attachments: # 1 Text of Proposed Order) (Cesaroni, John) (Entered: 08/18/2020)
08/17/2020	39	MOTION Request for Entry of Revised Proposed Scheduling Order by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc..Responses due by 9/7/2020 (Schoeneberger, Michael) (Entered: 08/17/2020)
08/03/2020		Reset Deadline: Revised Proposed Scheduling Order due by 8/21/2020 (Barry, Donna) (Entered: 08/03/2020)
07/30/2020	38	RULING (see attached) denying 18 <i>Defendants' Motion to Dismiss Complaint</i> . Counsel for the parties must confer and submit a revised proposed Scheduling Order on or before August 21, 2020 . Signed by Judge Charles S. Haight, Jr. on July 30, 2020. (Dorais, L.) (Entered: 07/30/2020)

Date Filed ▼	#	Docket Text
07/21/2020	37	TRANSCRIPT of Proceedings: Type of Hearing: Oral Argument. Held on 06/23/2020 before Judge Charles S. Haight, Jr.. Court Reporter: Melissa J. Cianciullo. IMPORTANT NOTICE - REDACTION OF TRANSCRIPTS: To remove personal identifier information from the transcript, a party must electronically file a Notice of Intent to Request Redaction with the Clerk's Office within seven (7) calendar days of this date. If no such Notice is filed, the court will assume redaction of personal identifiers is not necessary and the transcript will be made available through PACER without redaction 90 days from today's date. The transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. The policy governing the redaction of personal information is located on the court website at www.ctd.uscourts.gov. Redaction Request due 8/11/2020 . Redacted Transcript Deadline set for 8/21/2020 . Release of Transcript Restriction set for 10/19/2020 . (Attachments: # 1 Errata Plaintiff's Errata Sheet, # 2 Errata Defendants' Errata Sheet)(Cianciullo, Melissa) (Entered: 07/21/2020)
06/23/2020	36	Minute Entry. Proceedings held before Judge Charles S. Haight, Jr: Oral Argument held on 6/23/2020 re 18 MOTION to Dismiss filed by Edgewood Corners, Inc., Edgewood Village, Inc., Edgewood Elm Housing, Inc., Yedidei Hagan, Inc. and F.O.H., Inc. Defendants' Motion to Dismiss 18 was taken under advisement. Total Time: 1 hour and 50 minutes (Court Reporter Melissa Cianciullo) (Barry, Donna) (Entered: 06/23/2020)
06/15/2020	35	ELECTRONIC ORDER granting 31 <i>Defendants' Motion to Stay Discovery</i> . The Defendants' "Motion to Stay Discovery," which is Doc. 31 , is GRANTED, pending the Court's decision on 18 <i>Defendants' Motion to Dismiss</i> the Complaint, oral argument on that motion having been scheduled. See Doc. 34. Signed by Judge Charles S. Haight, Jr. on June 15, 2020. (Dorais, L.) (Entered: 06/15/2020)
06/15/2020	34	NOTICE OF HEARING ON MOTION. Counsel are hereby notified that the Court will hear oral argument on the 18 <i>Defendants' Motion to Dismiss</i> on Tuesday, June 23, 2020 at 2:00 p.m. in a teleconference hearing. Counsel are directed to dial into the conference at (877) 336-1829 at the appointed time and enter the code 5451650 (followed by the pound (#)). Signed by Judge Charles S. Haight, Jr. on June 15, 2020. (Dorais, L.) (Entered: 06/15/2020)
06/02/2020	33	Memorandum in Opposition re 31 MOTION to Stay <i>Discovery Pending Decision on Motion to Dismiss</i> filed by Eliyahu Mirlis. (Cesaroni, John) (Entered: 06/02/2020)
06/01/2020	32	NOTICE of Appearance by James M. Moriarty on behalf of Eliyahu Mirlis (Moriarty, James) (Entered: 06/01/2020)
05/13/2020	31	MOTION to Stay <i>Discovery Pending Decision on Motion to Dismiss</i> by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc..Responses due by 6/3/2020 (Attachments: # 1 Memorandum in Support)(Schoeneberger, Michael) (Entered: 05/13/2020)
05/13/2020	30	NOTICE of Appearance by Michael V. Schoeneberger on behalf of Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc. (Schoeneberger, Michael) (Entered: 05/13/2020)
03/12/2020	29	NOTICE. The oral argument previously scheduled to be heard by the Court on the 18 <i>Defendants' Motion to Dismiss</i> on Tuesday, March 17, 2020 , at 11:00 a.m. in the Richard C. Lee United States Courthouse is hereby CONTINUED till a future date, to be set by the Court. Signed by Judge Charles S. Haight, Jr. on March 12, 2020. (Dorais, L.) (Entered: 03/12/2020)
03/05/2020	28	NOTICE OF HEARING. Counsel are hereby notified that the Court will hear oral argument on the 18 <i>Defendants' Motion to Dismiss</i> on Tuesday, March 17, 2020 at 11:00 a.m. in the Richard C. Lee United States Courthouse, 141 Church Street, New Haven, Connecticut. ALL PERSONS ENTERING THE COURTHOUSE MUST PRESENT PHOTO IDENTIFICATION. Signed by Judge Charles S. Haight, Jr. on March 5, 2020. (Dorais, L.) (Entered: 03/05/2020)
01/23/2020	27	MEMORANDUM AND ORDER (see attached) STAYING consideration of and decision upon 18 <i>Defendants' Motion to Dismiss</i> the Complaint pending decision by the Second Circuit on the appeal taken by Daniel Greer and the Yeshiva of New Haven, Inc., from Plaintiff Mirlis's judgment against them. Signed by Judge Charles S. Haight, Jr. on January 23, 2020. (Dorais, L.) (Entered: 01/23/2020)
01/16/2020	26	ELECTRONIC ORDER granting 25 <i>Motion to Withdraw Appearance of Kevin C. Brown</i> . In seeking to withdraw his appearance, Attorney Brown has complied with all conditions of Local Civil Rule 7(e) in that he has made "a showing that other counsel has appeared" on behalf of Defendants Edgewood Elm Housing, Inc.; F.O.H., Inc.; Edgewood Village, Inc.; Edgewood Corners, Inc.; and Yedidei Hagan, Inc. (herein "Defendants"). D. Conn. L. Civ. R. 7(e). See also Doc. 10 and 11 (Notices of Appearance of Attorneys Joshua W. Cohen and Richard P. Colbert of Day Pitney LLP for Defendants). In addition, as prescribed by Rule 7(e), Brown represents that the Defendants "have received actual notice of this motion" to withdraw. Doc. 25 , at 1. Accordingly, his 25 motion is GRANTED and his appearance is his hereby terminated. Signed by Judge Charles S. Haight, Jr. on January 16, 2020. (Dorais, L.) (Entered: 01/16/2020)
01/09/2020	25	MOTION for Kevin C. Brown to Withdraw as Attorney by Edgewood Elm Housing, Inc.. (Brown, Kevin) (Entered: 01/09/2020)

Date Filed ▼	#	Docket Text
09/20/2019	24	REPLY to Response to 18 MOTION to Dismiss filed by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Brown, Kevin) (Entered: 09/20/2019)
09/20/2019	23	NOTICE of Appearance by Kevin C. Brown on behalf of Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc. (Brown, Kevin) (Entered: 09/20/2019)
09/06/2019	22	Memorandum in Opposition re 18 MOTION to Dismiss filed by Eliyahu Mirlis. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Cesaroni, John) (Entered: 09/06/2019)
08/22/2019		Set/Reset Deadlines as to 18 MOTION to Dismiss . Responses due by 9/6/2019 (Barry, Donna) (Entered: 08/26/2019)
08/22/2019	21	ELECTRONIC ORDER granting, absent objection and for good cause shown, Plaintiff's 20 <i>Consent Motion to Extend Time to Respond to Motion to Dismiss</i> . As requested, to enable Plaintiff to "continue [his] research," "draft his memorandum in opposition," and address the "complex issues of law" in the case, the Court hereby extends the deadline for Plaintiff to respond to Defendants' 18 <i>Motion to Dismiss</i> to, and including, September 6, 2019 . Signed by Judge Charles S. Haight, Jr. on August 22, 2019. (Dorais, L.) (Entered: 08/22/2019)
08/21/2019	20	Consent MOTION for Extension of Time until September 6, 2019 to Respond to Motion to Dismiss 18 MOTION to Dismiss by Eliyahu Mirlis. (Cesaroni, John) (Entered: 08/21/2019)
08/06/2019		Set Deadlines/Hearings: Amended Pleadings due by 8/30/2019 , Discovery due by 8/3/2020 , Dispositive Motions due by 9/2/2020 , Trial Brief due by 10/2/2020 and Trial Ready Date 11/2/2020 . (Barry, Donna) (Entered: 08/07/2019)
08/06/2019	19	SCHEDULING ORDER. The Court has reviewed the parties' 17 <i>Rule 26(f) Report of Parties' Planning Meeting</i> , which is hereby APPROVED AS MODIFIED. The Court sets forth the following case deadlines. Plaintiff may file motions to join additional parties and to amend the pleadings by 8/30/2019 . Defendants may file motions to join additional parties by 8/30/2019 and may respond to any amended pleading within the time frames allowed by this District's Local Civil Rules and the Federal Rules of Civil Procedure. A damages analysis will be provided by any party who has a claim or counterclaim for damages on or before 6/3/2020 . All discovery, including the depositions of any expert witnesses, shall be completed by 8/3/2020 . Discovery may proceed without being conducted in any formally set phases. Dispositive motions must be filed on or before 9/2/2020 , or within thirty (30) days after the close of discovery, whichever is later. Responses and replies to any such dispositive motion must be filed within the time periods set forth in Local Civil Rule 7. The parties' joint trial memorandum is due on or before 10/2/2020 , or within thirty (30) days after the Court rules on the last-filed dispositive motion, whichever is later. The case shall be trial ready on 11/2/2020 , or within thirty (30) days after the parties file their joint trial memorandum, whichever is later. Signed by Judge Charles S. Haight, Jr. on August 6, 2019. (Dorais, L.) (Entered: 08/06/2019)
08/05/2019	18	MOTION to Dismiss by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc..Responses due by 8/26/2019 (Attachments: # 1 Memorandum in Support)(Cohen, Joshua) (Entered: 08/05/2019)
07/31/2019	17	REPORT of Rule 26(f) Planning Meeting. (Cesaroni, John) (Entered: 07/31/2019)
07/15/2019		Answer deadline updated for Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc. and Yedidei Hagan, Inc. to 8/5/2019 . (Barry, Donna) (Entered: 07/18/2019)
07/15/2019	16	ELECTRONIC ORDER denying as moot Defendants' 12 <i>Motion for Extension of Time to Respond to Complaint</i> in light of the Court's Order [Doc. 15] granting Defendants' superseding 14 <i>Motion for Extension of Time</i> , which Defendants filed after the case was transferred to this Court. Signed by Judge Charles S. Haight, Jr. on July 15, 2019. (Dorais, L.) (Entered: 07/15/2019)
07/15/2019	15	ELECTRONIC ORDER granting, for good cause shown, Defendants' consented-to 14 <i>Second Motion for Extension of Time to Respond to Complaint</i> . Accordingly, Defendants must answer, move, or otherwise respond to the 1 Complaint on or before August 5, 2019 . Signed by Judge Charles S. Haight, Jr. on July 15, 2019. (Dorais, L.) (Entered: 07/15/2019)
07/12/2019	14	Consent MOTION for Extension of Time until August 5, 2019 To Answer, Move Against or Otherwise Respond to Complaint by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Cohen, Joshua) (Entered: 07/12/2019)
06/18/2019	13	ORDER OF TRANSFER. Case reassigned to Judge Charles S. Haight, Jr for all further proceedings Signed by Judge Michael P. Shea on 6/18/19.(Johnson, D.) (Entered: 06/18/2019)
06/17/2019	12	MOTION for Extension of Time until July 15, 2019 to Answer, Move Against or Otherwise Respond 1 Complaint by Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.. (Cohen, Joshua) (Entered: 06/17/2019)

Date Filed ▼	#	Docket Text
06/14/2019	11	NOTICE of Appearance by Richard P. Colbert on behalf of Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc. (Colbert, Richard) (Entered: 06/14/2019)
06/14/2019	10	NOTICE of Appearance by Joshua W. Cohen on behalf of Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc. (Cohen, Joshua) (Entered: 06/14/2019)
06/13/2019	9	WRIT of Summons, Civil Cover Sheet and Complaint Returned Executed as to Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc. and Yedidei Hagan, Inc.. (Cesaroni, John) (Entered: 06/13/2019)
05/22/2019	8	ELECTRONIC SUMMONS ISSUED in accordance with Fed. R. Civ. P. 4 and LR 4 as to *Edgewood Corners, Inc., Edgewood Elm Housing, Inc., Edgewood Village, Inc., F.O.H., Inc., Yedidei Hagan, Inc.* with answer to complaint due within *21* days. Attorney *Matthew K. Beatman* *Zeisler & Zeisler, P.C.* *10 Middle Street 15th Floor* *Bridgeport, CT 06604*. (Peterson, M) (Entered: 05/22/2019)
05/22/2019	7	NOTICE TO COUNSEL/SELF-REPRESENTED PARTIES : Counsel or self-represented parties initiating or removing this action are responsible for serving all parties with attached documents and copies of 6 Protective Order, 1 Complaint filed by Eliyahu Mirlis, 4 Order on Pretrial Deadlines, 3 Notice of Appearance filed by Eliyahu Mirlis, 2 Notice of Appearance filed by Eliyahu Mirlis, 5 Electronic Filing Order Signed by Clerk on 05/22/2019. (Peterson, M) (Entered: 05/22/2019)
05/09/2019	3	NOTICE of Appearance by John Louis Cesaroni on behalf of Eliyahu Mirlis (Cesaroni, John) (Entered: 05/09/2019)
05/09/2019	2	NOTICE of Appearance by Eric Alexander Henzy on behalf of Eliyahu Mirlis (Henzy, Eric) (Entered: 05/09/2019)
05/08/2019	6	STANDING PROTECTIVE ORDER Signed by Judge Michael P. Shea on 05/08/2019. (Peterson, M) (Entered: 05/22/2019)
05/08/2019	5	ELECTRONIC FILING ORDER FOR COUNSEL - PLEASE ENSURE COMPLIANCE WITH COURTESY COPY REQUIREMENTS IN THIS ORDER Signed by Judge Michael P. Shea on 05/08/2019. (Peterson, M) (Entered: 05/22/2019)
05/08/2019	4	Order on Pretrial Deadlines: Amended Pleadings due by 7/7/2019 . Discovery due by 11/7/2019 . Dispositive Motions due by 12/12/2019 . Signed by Clerk on 05/08/2019. (Peterson, M) (Entered: 05/22/2019)
05/08/2019		Judge Michael P. Shea added. (Anastasio, E) (Entered: 05/09/2019)

Exhibit C

◇ IN THE MATTER OF:

ELIYAHU MIRLIS v. DANIEL GREER


AFFIDAVIT

I, Steven J. Errante, being over the age of eighteen (18) and understanding the obligation of an oath do hereby swear:

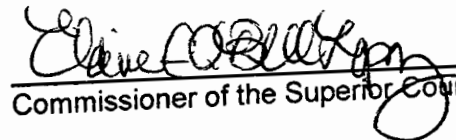
1. I am an attorney licensed to practice in the State of Connecticut.
2. I represented Aviad Hack in the lawsuit filed by Eliyahu Mirlis v. Daniel Greer.
3. Counsel for Mirlis was Attorney Ponvert, a copy of a draft complaint is attached as Exhibit A showing Aviad Hack as a defendant.
4. A significant part of my representation of Aviad Hack was to prevent Aviad Hack from being sued by Mirlis.
5. I was able to accomplish the above by assuring Attorney Ponvert that Aviad Hack would testify truthfully and completely about everything he knew regarding Mirlis and Daniel Greer and their relationship.
6. Aviad Hack was not sued personally or as an agent for Yeshiva of New Haven, Inc. as a result of his honest and complete testimony regarding Mirlis and Daniel Greer and their relationship.

LYNCH, TRAUB, KEEFE AND ERRANTE, P.C.
ATTORNEYS AT LAW - P.O. BOX 1812 - NEW HAVEN, CT 06508-1812
(203) 787-0274 - JILIRIS N/O 3487A

Dated at New Haven, Connecticut, this 18 day of
September, 2020


Steven J. Errante

Subscribed and sworn to before me
this 18 day of September, 2020.


Commissioner of the Superior Court/Notary Public

ELAINE C. S. BELL LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2023



Exhibit D

TORAH Now

Torah Now is a Program in conjunction with Yeshiva of New Haven for those new to Jewish Studies and those new to Judaism, as well as more advanced students.

For advanced students with the requisite skills, Talmud studies will include colleague-partner learning as well as lectures given by the Rosh Yeshiva.

For more information about Torah Now, contact Mr. Donchi at:
Yoel.Donchi613@gmail.com



Program Administrator:

The Administrator of Torah Now is Yoel Yedidiah Donchi. Mr. Donchi was born in Cameroon, where he received his early education, between Cameroon and the French School system. His high school studies were taken in Cameroon and in Malaysia, followed by a Bachelor Degree in Accounting from Holmes Institute in Sydney, Australia; and, a Diploma and Advanced Diploma in Financial Planning.

Mr. Donchi subsequently enrolled in the Ohr Sameach Tannenbaum College in Jerusalem, Israel, from where he was graduated with a degree in Talmudic Law.

Yoel Yedidiah's primary languages are French, English and Bangangte (the African dialect of his family's tribe). Mr. Donchi also speaks some Hebrew, and a bit of German and Malay.

The Program:

As the Program will be open to both newcomers to Torah studies, and students with a Judaic Studies background, the academic endeavor will feature introductory seminar classes on basic Jewish texts for entering students; and partner-study for more advanced participants.

The Torah:

Classes offered will focus on breadth of Jewish knowledge by tracking the weekly Torah Portion. The amount of material thus presented is quite significant, and initially, only a section will be explored in the Hebrew original, with the remainder presented in translation.

Concurrently, a skills seminar will be offered, using a small selection from that Torah Portion as a basic text to demonstrate and practice 'close guided reading' drawing on classic Rabbinic sources to explicate textual questions which arise.

Early Prophets:

A survey course. The purpose of exploring the Books of Early Prophets is two-fold.

First, and primarily, to quickly acquaint the beginner with the personalities who populate traditional Jewish life. One can hardly be comfortable conversing in a Jewish setting without at least a passing familiarity with the heroes and heroines of the collective Jewish past.

Second, the study of Early Prophets offers an initial introduction to the sweep of

Jewish History, from the entry to the Land of Israel under the leadership of Joshua, through the reign of the Judges, to the first Kings, the building and glorious reign of Solomon's Temple, and all the religious and political vicissitudes leading to the beginning of the Babylonian Exile.

Practical Ethics:

Utilizing classic books of Jewish Ethics, the emphasis in this class (which is open to all Program participants, regardless of skill level) will be not only the understanding of Jewish philosophical principles of ethics, but the integration of these ideas into one's life plan. As such, this course is conceived as student driven, with the course of study closely examining issues which the participants view as most immediately relevant to themselves.

Talmud:

For novices, the Talmud studies will be conducted as a skills-based seminar emphasizing the core Aramaic vocabulary. Based on a tractate which explores common themes in Jewish experience (as: Sabbath, Passover, Sukkos and the like) the seminar will help the participants master the special patterns of discussion which characterize the Talmudic dialectic.